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March 28, 2002

## **VIA EMAIL AND FED EX**

Donna M. Caton, Chief Clerk  
Illinois Commerce Commission  
527 East Capitol Avenue  
Springfield, IL 62701

**Re: Docket No. 01-0786; Arbitration of Interconnection Rates, Terms and  
Conditions Between Global NAPs, Inc. and Ameritech Illinois**

Dear Ms. Caton:

Enclosed for filing is an original and three copies of the Issue Matrix and Final Proposed Contract Language of Global NAPs, Inc. in the above-referenced proceeding. Kindly date-stamp as received the enclosed "Stamp & Return" copy, and return it in the pre-addressed FedEx envelope provided for your convenience.

During the February 6 evidentiary conference in this case the parties discussed with Administrative Law Judge Wallace the concept of each party filing an issue matrix and proposed contract language. In accordance with that discussion, Global NAPs hereby files its issue matrix and proposed contract language. Global NAPs' issue matrix contains, for each issue that remains open for consideration in this case, pinpoint citations to specific provisions in Ameritech's proposed interconnection agreement. These citations identify the contract provisions that Global NAPs believe relate specifically to each unresolved issue. The matrix also includes a brief explanation of the basis for each of Global NAPs' proposed modifications to Ameritech's interconnection agreement.

Attached to the issue matrix are excerpts of Ameritech's interconnection agreement that show Global NAPs' proposed revisions, in "redline" form, to the agreement. The redlined language in the excerpted versions of the interconnection agreement covers only the issues in this case that remain unresolved. Language that Global NAPs' proposes to add is shown in underline. Language that Global NAPs proposes to delete is shown as a strikethrough.

Ms. Donna M. Caton

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We have discussed with Ameritech's counsel the idea of both parties filing a joint matrix that would identify each party's proposed contract language. Ameritech declined to join Global NAPs in this respect. However, Ameritech's counsel made clear that Ameritech does not object to Global NAPs' intention to file this issue matrix and proposed contract language. Based on the parties' communications over the past week, we do not believe this to be a controversial filing. Global NAPs' intent is simply to supply its proposed contract language (which mirrors its original proposed contract language) in a manner that is clear and easily understood. To the extent Ameritech would propose to do the same in its own filing, Global NAPs would not object.

Thank you for your consideration. If you have any questions please do not hesitate to contact me, or my associate K.C. Halm, at the telephone number listed above.

Sincerely,

John C. Dodge

cc:

ALJ Michael Wallace  
Service List